

# GREAT LAWSUIT TO DISPOSSESS CLAUS SPRECKELS

**Mrs. Emma Claudina Spreckels Watson Sues to Recover Honolulu Property.**

Claus Spreckels is reaping trouble anew from his hasty resolution, after the revolution of 1893, to be rid of all of his Hawaiian possessions.

Yesterday a suit was entered in the Circuit Court here on behalf of his alienated daughter, Mrs. Watson, to dispossess the venerable multimillionaire of property in the business heart of Honolulu which stands on the tax books at a valuation of \$400,000, and to judicially assess him in damages to the amount of \$100,000 as the rental of the property during its alleged wrongful detention.

The property in question constitutes the entire city block bounded by Fort, Queen, Alakea and Merchant streets, excepting only the lots whereon are standing the Stangenwald, Judd and Mutual Telephone Co. buildings.

Pursuant to his resolution already mentioned, Mr. Spreckels conveyed his controlling interest in the vast Spreckelsville plantation, owned in the name of the Hawaiian Commercial & Sugar Co., to his sons. The inter-family litigation that started over that enterprise is now an old story.

To his only daughter, Emma Claudina, the old gentleman conveyed all of the Honolulu business property involved in the present suit. Miss Spreckels in 1897 or thereabout ran away with Mr. Watson to San Jose and was there married to him. A telegram to ask forgiveness and their blessing was the first intimation her parents were given of the match.

Mr. Spreckels raged over the marriage and was implacable. In later communications between father and daughter in San Francisco, Mrs. Watson, stung by the parental taunts of past kindness, informed her father that he was welcome to a return of the Honolulu property. Mr. Spreckels, taking her word, proceeded with a notary and deeds to the hotel where Mr. and Mrs. Watson were still pursuing their honeymoon. Mrs. Watson promptly signed the instruments and they were duly acknowledged by the notary.

Second thought probably made Mrs. Watson repent the sacrifice, but to all appearances hitherto must have deemed the repentance too late. There were the deeds, no doubt recorded.

Here, however, there comes in a little provision of Hawaiian law, governing real estate under Hawaiian jurisdiction, which indicates a flaw in the title of Claus Spreckels. A little bird may have sung a bar of the statutes of Hawaii in the ear of Mrs. Watson away across the Atlantic in a lordly manor house of England.

The husband under Hawaiian law has a one-third interest in his wife's real estate, to protect which it is provided that a woman may not convey her real estate without the consent of her husband.

At all events, there is one of the biggest real estate contests now on which has ever been entered in the records of the Hawaiian courts. Following is the complaint in Watson vs. Spreckels in full:

## THE COMPLAINT.

In Circuit Court of the First Circuit, Island of Oahu, Territory of Hawaii.  
Emma Claudina Spreckels Watson vs.  
Claus Spreckels—Ejectment.

## Declaration.

Emma Claudina Spreckels Watson, residing at the Manor House, Lower Kingswood, near Keligate, England, by her attorneys, Humphreys and Watson, and Robertson and Wilder, complain of Claus Spreckels, residing at San Francisco, in the State of California, for that said Claus Spreckels has unjustly and contrary to law and the rights of the plaintiff taken into his possession and converted to his own occupation the following described real estate situated on Fort, Merchant, Alakea and Queen streets, in the city of Honolulu, Island of Oahu, Territory of Hawaii, and more particularly described as follows, to-wit:

(1) All those premises situated on the East corner of Fort and Queen streets now occupied by S. G. Wilder & Co., set forth by metes and bounds in Royal Patent No. 1284 (Grant) to V. K. Kamamalu, excepting so much as was conveyed to G. P. Judd by deed dated Dec. 9th, 1881, of record in the Hawaiian Registry of Deeds in Lib. 14, Fol. 415.

(2) All those premises extending between said Merchant and Queen streets, set forth by metes and bounds in L. C. A. No. 159 to Kekuanono, Royal Patent No. 704.

(3) All of those premises extending between said Merchant and Queen streets, set forth by metes and bounds in L. C. A. No. 160 to V. Kamamalu, Royal Patent No. 696.

(4) All of those premises extending between said Merchant and Queen streets, set forth by metes and bounds in L. C. A. No. 161 to V. Kamamalu, Royal Patent No. 695.

(5) All of those premises extending between said Merchant and Queen streets, set forth by metes and bounds in L. C. A. No. 162 to V. Kamamalu, Royal Patent No. 697.

(6) All of those premises situated on the corner of said Queen and Alakea streets, set forth by metes and bounds in L. C. A. No. 6506 to Ahu, Royal Patent No. 1623.

(7) All of those premises situated on the corner of said Alakea and Merchant streets, set forth by metes and bounds in L. C. A. No. 165 to V. Kamamalu, Royal Patent No. 322.

Said premises having been conveyed to Claus Spreckels, one-half by Samuel Parker by deed dated October 20th, A. D. 1883, of record in said Registry of Deeds, in Lib. 85, Fols. 158-159; and one-half by Wm. G. Irwin by deed dated Feb. 12th, 1884, of record in said Registry in Lib. 83, Fols. 295-296. Being the same premises conveyed to Emma Claudina Spreckels by said Claus Spreckels, by deed dated July 14th, A. D. 1893, of record in said Registry of Deeds in Lib. 141, Folio 325.

All that tract of land situate on the East side of Alakea street, at Honolulu, in said Honolulu, bounded and described as follows, viz:

Commencing at the west corner of this, the said corner being on the mauka side of the lane, 17 feet from Alakea street, the intersection of Alakea and Alakea street bearing 70° 50'

(makai) and 143 2-12 feet distant from Queen street, and running:

South 33° 20' East, (Magnetic 1870) 50 8-12 feet along the mauka edge of the lane, and parallel with the mauka boundary of Keaohele's; thence turn mauka, interior angle 96° 30', 46 6-12 feet along lane 9 feet wide; thence along Koaiauli's, interior angle 197° 30', 10 9-12 feet; interior angle 262° 30', 29 8-12 feet; and interior angle 93° 30', 29 8-12 feet; and interior angle 163° 30', 24 feet to the east corner of this; thence along the land of the heirs of V. Kamamalu, interior angle 84° 40', 28 3-12 feet; and interior angle 126° 30', 78 feet; and interior angle 157° 15', 41 feet to place of commencement, the interior angle at place of commencement being 78° 30', and containing an area of 4680 square feet, or 11-100 of an acre, as per survey of C. J. Lyons, 1870; being a part of Royal Patent No. 297, L. C. A. No. 115 to A. Paki, and being the same premises conveyed to Claus Spreckels by John Samuel Kaal by deed dated February 17th, A. D. 1883, of record in said Registry of Deeds, in Lib. 142, Fols. 51-53 and by said Claus Spreckels conveyed to said Emma Claudina Spreckels, by deed dated July 14th, 1893, of record in said Registry of Deeds in Lib. 141, page 325.

All of which said premises plaintiff claims in fee simple by purchase from the said Claus Spreckels by deed dated July 14th, 1893, and recorded in Lib. 141, page 325, in the Register Office of Oahu.

Wherefore plaintiff prays the process of this Court to cite the said Claus Spreckels to appear and plead to this declaration at the next ensuing term of this Court, and that she may have restitution of said premises with judgment for the sum of one hundred thousand dollars as damages for its detention.

## WILL CHARM MOSQUITOES

BOSTON, July 3.—The Brookline Board of Health, which is systematically exterminating mosquitoes by means of kerosene oil, is now about to take up a suggestion calling attention to a new process for lessening the evil by means of musical sounds.

The discoverer of the new process says:

"It has been found that practical application has been effected by raising to a great number of vibrations per second the particular note to which the mosquito is most sensitively attuned. This intensified note, produced by sudden electrical impulse upon a musical instrument, causes every mosquito near to plunge headlong to the instrument and die."

A SEVERE SPRAIN usually disables the injured person for three or four weeks. Cures have often been effected in less than one week by applying Chamberlain's Pain Balm. This liniment has great healing powers. One application gives relief. Try it. All Dealers and Druggists sell it. Benson, Smith & Co., Ltd., Agents for Hawaii.

# STOOD BY COUNTY ACT

**The Governor Not Moved by Side Issues.**

Governor Dole regarded the County Bill as being of too much public importance to veto it for the sake of preventing the hackmen's license grievance to Japanese residents. The following correspondence will show that the Japanese cannot blame their counsel for any lack of importunity on their behalf. Whether a counsel has such diplomatic jurisdiction as Mr. Saito's letters to the Governor would imply may be left to international lawyers to decide. What is clear is that in one letter he solicits the vetoing of a piece of domestic legislation, and in the next requests information to be used at Washington against the same measure. The counsel's two letters and the Governor's reply are given here:

## CONSUL TO GOVERNOR.

H. Imperial Japanese Majesty's Consul-General, Honolulu, H. T., April 2, 1903.  
His Excellency Sanford B. Dole, Governor of the Territory of Hawaii, Honolulu.

Sir: I have again the honor to transmit herewith for your favorable consideration the different petitions dated yesterday, forwarded to me by the chairmen of the several Japanese corporate bodies, setting forth the inconvenience and injustice of the hackmen's license bill, which was recently passed the lower house of the legislature and is pending the consideration of the Senate.

As already stand in my former communication of yesterday's date, the hackmen's license bill, as shown by these various petitions, is decidedly inimical to the convenience and economy of all Japanese residents in the Hawaiian Territory; and I again ask your excellency's just consideration as to equal protection of foreign as well as native residents.

I have the honor to be, sir, Your obedient servant,

MIKI SAITO,  
H. I. Japanese Majesty's Consul-General.

## SECOND LETTER.

H. Imperial Japanese Majesty's Consul-General, Honolulu, H. I., July 1, 1903.  
His Excellency, Sanford B. Dole, Governor of Hawaii, Honolulu.

Sir: Not having, as yet, received any reply to my letters of the 1st and 2nd of April, 1903, setting forth the inconvenience, injustice and if carried out to the great financial loss to the Japanese community of the Hackmen's License bill which passed the Territorial Legislature a few months ago, and having noticed afterward that the same regulations as those in the Territorial Bill re-appeared in the County Law, Section 347, Chapter 56, which became law as officially published, I now beg to ask you most respectfully to let me have your answer to my letters mentioned above.

I am urged in this matter, as I have already referred to it to His Excellency Takahira, the Japanese Minister at Washington, D. C., and am now forwarding all the information I possess, together with the decision of the Circuit Court regarding the County Law. I shall therefore be pleased to have the answer to my former letters from you as to the views of the Executive, so that Mr. Takahira may have all possible data which will assist him in any conference that may be in progress between him and the official authorities at Washington.

I have the honor to be, sir, your most obedient servant,  
MIKI SAITO,  
H. I. Japanese Majesty's Consul-General.

## THE GOVERNOR REPLIES.

Private Secretary Hawes for the Governor acknowledged the receipt of the first letter and the Governor answered the second one thus:

July 2, 1903.  
Mr. Miki Saito, H. I. J. M. Consul-General.

Sir: I have this day received your letter of July 1st referring to previous correspondence in regard to the "Hackmen's License Bill" and also to similar regulations which were incorporated in the County Act, and asking for a reply.

The Hackmen's License Bill was not signed and the termination of the regular session of the Legislature prevented it from becoming law.

Although somewhat similar provisions were placed in the county Bill, the bill was of such general importance that it would have been, in my opinion, against public policy to have vetoed it on account of such provisions.

Very respectfully,  
SANFORD B. DOLE.

# COLOSSAL DEAL IN REAL ESTATE

A conveyance of 95,000 acres of land in fee simple, for the consideration of \$112,500, to Samuel Parker and Annie T. K. Parker, his grand-daughter, was recorded yesterday. The interest conveyed is a nine-tenths one with a presumption that Samuel Parker owns the remaining tenth, and the grantees are Lucy K. Peabody, Lucy Henriques and husband, E. Henriques; Manole Laanui and C. A. Reeves and wife. The land is pastoral, adjacent to the other lands of the Parker ranch in Waimea, Hawaii, and for many years has been tributary to that enterprise as a leasehold. This is one of the largest real estate transactions in the Hawaiian Register.

# ABOUT TWO SECURITIES

**Bonds of Hilo R. R. and Olaa Sugar Co.**

William O. Smith, guardian of Eric R. J. Gay and Arthur F. K. Gay, minors, addressed a petition in each case to Judge De Bolt for his approval of investments of \$1000 apiece in the bonds, respectively, of the Hilo Railroad Co., and the Olaa Sugar Co. Statements relating to the different securities by officers of the companies are appended.

Of the Hilo Railroad Co., there have been issued and sold \$550,000 of six per cent 10-20 year first mortgage gold bonds and a sinking fund consisting of five per cent of the annual gross earnings of the company has been established to commence five years after the date of the bonds, so that by the time the bonds mature seventy-five per cent of their face value will have been set aside out of the earnings of the company. A list of bondholders is given, showing the amount of \$283,000 held in San Francisco and the rest by local investors. The net earnings of the railroad last year were \$28,054.80 and for this year they are estimated at \$30,000. The machine shops last year cleared more than \$16,000. Lately the company acquired the property of the Hilo Dock Co., to be paid for out of the \$150,000 of bonds remaining in the treasury. The company is paying a dividend of one per cent a quarter and owes nothing but its bonded debt. Only about one-fifth of the area tributary to the road has as yet been developed. Elmer E. Paxton, treasurer, signs the statement.

The Olaa Sugar Co. has issued \$1,250,000 of first mortgage six per cent 5-20 year gold bonds, secured by all of the property of the company under deed of trust to Bishop & Co. Of the whole amount \$445,000 is held here and in San Francisco and the remainder of \$805,000 as collateral security to notes aggregating \$525,000 by the Mercantile Trust Co., Security Savings Bank, German Savings & Loan Society and Anglo-California Bank. The assets are valued at \$6,524,333.88 and liabilities at \$1,220,667.81, or an excess of assets over liabilities of \$5,303,666.07. A conservative estimate of the coming sugar crop gives a value of \$1,950,000, to harvest which should not cost more than \$650,000, leaving a balance of \$1,300,000. The company owes nothing outside of its bonds sold and notes secured by bonds, excepting monthly bills paid at the end of each month, and a credit balance with the agents at the end of this year of more than \$200,000 is anticipated. Various factors of promise for the prosperity of the enterprise are mentioned, including the large and modern mill and the almost absolutely certain rainfall, and Treasurer Elmer E. Paxton in conclusion says:

"Nearly all of the bonds sold were taken by responsible parties when the plantation was first started before there had been one-fifth of the capital expended that there is at the present time and before it was fully demonstrated that cane would grow equally well at all elevations on the plantation. If the bonds could be considered fair security at that time their value is certainly largely enhanced by reason of the expenditure and development of the property of the company."

Justice Perry is the author of a unanimous opinion of the Supreme Court in the case of L. Ahlo vs. C. Bolte and the Kaneohe Ranch Co., Ltd. This was an equity case in which plaintiff filed a discontinuance and then moved for a decree of dismissal without prejudice, stating that he followed that course because he believed it to be to his best interests to seek a remedy at law. Respondents moved for a decree dismissing the bill with prejudice, basing their motion on an affidavit to the effect that David Rice had come all the way from Boston to testify in the case and that they had incurred large expense and great inconvenience in preparing for the trial. Plaintiff made another move for dismissal without prejudice.

Judge Gear declined to decide whether the dismissal should be with or without prejudice, and signed a decree reading, "upon motion of plaintiff and payment of costs to be taxed, the bill stands dismissed." He specifically held that the question of whether the decree would operate as a bar to other proceedings between the same parties and concerning the same subject matter was one to be passed upon when raised in some subsequent proceeding. The complainant appealed.

The Supreme Court says that in equity a simple decree of dismissal without saying anything more is presumed to have been upon the merits and is a bar. Therefore, when a party is entitled to a dismissal without prejudice the court should say so in its decree and thus avoid the possibility of future controversy on the point. The appeal is sustained and the cause remanded to the Circuit Judge with instructions to amend the decree by adding thereto the words "without prejudice."

Kinney, Ballou & McClanahan for complainant; Robertson & Wilder for respondents.

## LIABILITY OF PARENTS.

Justice Galbraith writes the unanimous opinion of the Supreme Court sustaining Judge Hardy of Kauai in the case of Victoria by Pihaleo, her next friend, vs. Palama. The syllabus reads thus:

"In an action against the father for damages resulting from the wrongful act of his minor child, of the age of seven years and nine months, it is not error for the court to instruct the jury that the father is responsible in damages where the evidence clearly shows

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# THE POPE GETS OUT OF BED AND HOLDS A LEVEE

**Doctors Are Puzzled But Report a Steady Diminution of the Pontiff's Strength.**

(ASSOCIATED PRESS CABLEGRAMS.)

ROME, July 14.—The Pope had a remarkable rally today. He got out of bed and received the Cardinals. There is, however, a steady diminution of his strength and respiration is worse. His Holiness is having a tranquil night. The doctors are puzzled.

ROME, July 15.—Stimulants and constant nourishment still preserve the life of the Pope. The patient's delirium is increasing. He had a bad night and was worse this morning.

WASHINGTON, July 14.—Hansen, the Russian charge d' affaires today delivered a message to Secretary Hay regarding Manchurian ports which Russia is ready to open. The Secretary declines to discuss the proposal.

BLACKFOOT, Idaho, July 14.—A company with a million dollars' capital will build a beet sugar factory here to cost half a million.

WASHINGTON, July 14.—It is understood that Col. Oliver, who succeeds Col. Sanger as Assistant Secretary of War, will take Secretary Root's place later on, the latter being anxious to retire.

PARIS, France, July 15.—A dispatch to a leading Paris paper states that the relations between Russia and Japan are greatly improved. It is believed that the course of the Manchurian conference has been such as to allay the feeling in Japan that the Russian policy will be aggressively inimical to Japanese interests.

ROME, Italy, July 15.—The symptoms of pneumonia, which have threatened from the first of the Pope's illness, have almost entirely disappeared. The physicians report tonight, however, that their patient is suffering from a complete prostration. They are very much mystified with the course of the Pope's illness and are now of the opinion that he may linger for days. No hope is held out of eventual recovery.

MARYSVILLE, Ky., July 15.—The high feeling aroused during the recent trial of William Tacker today took the form of a lynching. Tacker, a white man, was recently tried and convicted of murder and sentenced to prison for life. An appeal was taken and a new trial sought on technical points. Many believed Tacker guilty and were highly incensed at the law's delay. Today a body of masked men attacked the jail in which Tacker was confined, overpowered the guards and hung their victim to a near by tree.

# THE HOUSE LEFT DEBTS FOR THE SENATE TO PAY

The House of Representatives was "broke" before it adjourned. There were just five dollars and thirty-eight cents to the credit of the House in the Treasury last Saturday and there are a number of bills outstanding against that. The House had \$13,000 to spend at the extra session, not counting the \$7,000 which was squandered in the printing of the Journal.

Not only has the House no money but what is worse it has bills outstanding which cannot be paid. How many bills of its own making it has not developed but so far the House has failed to pay its share of the expenses of the conference committees, and what is more does not intend to do so.

When the Legislature got down to the conference stage the House and Senate agreed that each body should bear one half of whatever expense was incurred. All bills which were contracted were made out therefore, half to the House and half to the Senate. When the House bills were presented to the clerk about a week before adjournment, Solomon Meheula announced that there were no funds. A visit to the treasurer corroborated that part of the statement, though the man who tried to collect the bill was of the opinion that there is money available somewhere, which Meheula will have no difficulty in drawing upon. Meheula was voted forty days' extra pay within which to complete the Journal and \$400 will have to be gotten from somewhere, for Meheula isn't the kind of a man who will be willing to wait two years for his money.

As for the Senate, that body is reported to have several hundred dollars remaining after the payment of all expenses. The conference bills are still outstanding—that is, the bills incurred by the House in conjunction with the Senate. The Senate is ready to pay all its conference bills, and will also probably have to pay what the House agreed to stand. Just before the adjournment of the Senate on Saturday night the Senate voted to pay all the conference bills provided that the House failed to do its duty, and provided further that there was sufficient money for the purpose. This is what will probably be done and the Senate will have to pay the bad bills of the House.

# MONEY FOR BRINGING TOURISTS IS AVAILABLE

(From Wednesday's Daily.)

At a meeting of the Joint Tourist Committee with Secretary Carter yesterday plans were formulated for the immediate inauguration of the tourist and advertising campaign. The \$15,000 which was appropriated by the legislature for advertising the resources of the Territory is available at once. The amount is appropriated in the six months bill and Secretary Carter told the committee that its wishes would be regarded in the expenditure. It is the plan to use the money only for the actual expense of printing and advertising. The incidental expense which will attend this expenditure will be borne out of a fund to be raised by the committee.

It is the intention of course to open headquarters in the city and a tourist agent will be appointed. The committee will meet again the latter part of the week, or early next week and then a definite plan of campaign will be inaugurated. It is the intention to start to work immediately, so that Hawaii may secure the benefit of the thousands of tourists who visit California during the fall and winter months.